

ECS File: JPA-89-107
Project: Maricopa - Mobile
Section: SR 238

AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
WASTE MANAGEMENT OF ARIZONA

THIS AGREEMENT is entered into July 28, 1989, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and WASTE MANAGEMENT OF ARIZONA, INCORPORATED, acting by and through its Board of Directors (the "Waste Management").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. Waste Management is empowered to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Company.

3. State and Waste Management desire to construct certain improvements to SR 238 from Maricopa Road to 99th Avenue at Mobile, Arizona, at an estimated price of \$1,000,000 for the benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. State will:

a. Design, call for bids and award one or more construction contracts to accomplish an AC overlay on State Route 238 from Maricopa Road to 99th Avenue (MP 31.53 to MP 44.94, except for 1.02 miles at Vekol Wash) at an estimated price of \$1,000,000.

b. Administer construction and provide maintenance upon completion and acceptance.

c. Invoice Waste Management Company in the amount of \$350,000.

2. Waste Management will:

a. Participate in the cost of the project in the amount of \$350,000.

b. Furnish State a \$350,000 Letter of Credit from an acceptable financial institution upon both parties execution of this agreement. Said Letter of Credit shall be to the benefit of the State and shall be redeemable upon award of a construction contract.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

3. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

4. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

5. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

Waste Management of Arizona
Box 6121
Phoenix, AZ 85005

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

WASTE MANAGEMENT OF ARIZONA

STATE OF ARIZONA

Department of Transportation

By *James S. Feter*
Operations Vice President
Title

By *Robert P. Mickelson*
ROBERT P. MICKELSON
Deputy State Engineer

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21JUL



Waste Management of North America, Inc.
Central Region
2902 South 44th Street
Phoenix, Arizona 85040
602/437-1177

Waste Management of Arizona, Inc.


CERTIFICATE OF THE ASSISTANT SECRETARY

I, Stephen D. Bigelow, the duly elected Assistant Secretary of Waste Management of Arizona, Inc. a California corporation (the "Corporation"), hereby certify that the following is a true and complete copy of a resolution of the Board of Directors of the Corporation duly adopted by unanimous written consent, which resolution has not been modified, amended or recinded and is in full force and effect.

RESOLVED, by the Board of Directors of the Corporation, that the Corporation be and is hereby authorized and directed to enter into negotiations, execute such instruments and take such action as may be necessary to participate in the cost of upgrading SR 238 from Maricopa Road to 99th Avenue at Mobile, Arizona up to the sum of three hundred fifty thousand dollars (\$350,000).

FURTHER RESOLVED, that Jimmie D. Teter or any other Vice President of the Corporation be and is hereby authorized, directed and empowered to execute and deliver for and on behalf of the Corporation, any and all agreements, contracts, documents, certifications, deeds and memoranda deemed by him to be necessary and appropriate to effect the herein authorized resolution.

DATED: July 31, 1989


Assistant Secretary
Stephen D. Bigelow

RESOLUTION

BE IT RESOLVED on this 19th day of July 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Waste Management of Arizona for the purpose of defining responsibilities for constructing improvements to SR 238 from Maricopa Road to 99th Avenue.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.

A handwritten signature in cursive script, reading "Charles L. Miller". The signature is written in dark ink and is positioned above a horizontal line.

CHARLES L. MILLER, Director
Arizona Department of
Transportation